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4 Attorneys for Plaintiff  
CAROLYN MARTIN

5 UNITED STATES DISTRICT COURT  
6  
7 NORTHERN DISTRICT OF CALIFORNIA

8 CAROLYN MARTIN

CASE NO. C10-05195 JSW  
Civil Rights

9 Plaintiff,

10 V.

11 KOHL'S DEPARTMENT STORES,  
12 INC; HARSCH INVESTMENT  
REALTY LLC, SERIES C;  
13 JAMESTOWN HARSCH  
ALAMEDA TOWNE CENTRE,  
LP, a Delaware Limited Partnership,  
and DOES 1-25, Inclusive,

14 Defendants.  
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**STIPULATION AND ORDER  
FOR DISMISSAL OF THE  
DAMAGES AND ATTORNEY'S  
FEES, LITIGATION EXPENSES,  
AND COSTS ASPECTS OF THE  
LAWSUIT AGAINST  
DEFENDANTS HARSCH  
INVESTMENT REALTY LLC,  
SERIES C, AND JAMESTOWN  
HARSCH ALAMEDA TOWNE  
CENTRE, LP**

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FRCP section 41

1 Plaintiff CAROLYN MARTIN and Defendants HARSCH  
 2 INVESTMENT REALTY LLC, Series C, a Delaware limited liability company  
 3 and JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose name  
 4 has been changed to, and is now known as, JAMESTOWN SOUTH SHORE  
 5 CENTER, LP, by and through their attorneys of record, enter into this  
 6 “STIPULATION AND ORDER FOR DISMISSAL OF THE DAMAGES AND  
 7 ATTORNEY’S FEES, LITIGATION EXPENSES, AND COSTS ASPECTS OF  
 8 THE LAWSUIT AGAINST DEFENDANTS HARSCH INVESTMENT  
 9 REALTY LLC, SERIES C, AND JAMESTOWN HARSCH ALAMEDA  
 10 TOWNE CENTRE, LP” pursuant to Federal Rule of Civil Procedure section 41.

11 Plaintiff filed this lawsuit on November 16, 2010.

12 Plaintiff and Defendants hereto have entered into a “Mutual Release And  
 13 Settlement Agreement For Damages And Attorney’s Fees, Litigation Expenses,  
 14 And Costs” which settles the damages and attorney’s fees, litigation expenses,  
 15 and costs aspects of the lawsuit against Defendants HARSCH INVESTMENT  
 16 REALTY LLC, SERIES C, AND JAMESTOWN HARSCH ALAMEDA  
 17 TOWNE CENTRE, LP, whose name has been changed to, and is now known as,  
 18 JAMESTOWN SOUTH SHORE CENTER, LP. A copy of the “Mutual Release  
 19 And Settlement Agreement For Damages And Attorney’s Fees, Litigation  
 20 Expenses, And Costs” is incorporated by reference herein as if set forth in full.  
 21 The Mutual Release And Settlement Agreement For Damages And Attorney’s  
 22 Fees, Litigation Expenses, And Costs” as to Defendants HARSCH  
 23 INVESTMENT REALTY LLC, SERIES C, AND JAMESTOWN HARSCH  
 24 ALAMEDA TOWNE CENTRE, LP states in part that “The court shall retain  
 25 jurisdiction to enforce this Settlement Agreement...”. Plaintiff and Defendants  
 26 hereto stipulate to the court retaining jurisdiction to enforce the “Mutual Release  
 27 And Settlement Agreement For Damages And Attorney’s Fees, Litigation  
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1 Expenses, And Costs” as to Defendants hereto.

2 Plaintiff moves to dismiss with prejudice the damages and attorney’s fees,  
3 litigation expenses, and costs aspects of the lawsuit against Defendants  
4 HARSCH INVESTMENT REALTY LLC, SERIES C AND JAMESTOWN  
5 HARSCH ALAMEDA TOWNE CENTRE, LP, whose name has been changed  
6 to, and is now known as, JAMESTOWN SOUTH SHORE CENTER, LP .

7 Defendants hereto, who have answered the complaint, agree to the  
8 dismissal with prejudice of the damages and attorney’s fees, litigation expenses,  
9 and costs aspects of the lawsuit as to them only.

10 Plaintiff’s claim for damages, and attorney’s fees, litigation expenses, and  
11 costs against Defendant Kohl’s Department Stores, Inc has not been resolved,  
12 presently is in the negotiation and mediation phase, and will be litigated if not  
13 resolved by negotiation or mediation.

14 This case is not a class action, and no receiver has been appointed.

15 This Stipulation and Order may be signed in counterparts, and facsimile or  
16 electronically transmitted signatures shall be as valid and as binding as original  
17 signatures.

18 Wherefore, Plaintiff CAROLYN MARTIN and Defendants HARSCH  
19 INVESTMENT REALTY LLC, SERIES C AND JAMESTOWN HARSCH  
20 ALAMEDA TOWNE CENTRE, LP, whose name has been changed to, and is  
21 now known as, JAMESTOWN SOUTH SHORE CENTER, LP, by and through  
22 their attorneys of record, so stipulate.

23 Date: 8/23/12

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

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Sidney J. Cohen  
Attorney for Plaintiff  
Carolyn Martin

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1 Date: 8/23/12

FARELLA BRAUN + MARTEL  
LLP


2 /s/ Adam C. Dawson

3  
4 Adam C. Dawson  
Attorney for Defendants  
Harsch Investment Realty  
5 LLC, Series C, a Delaware limited  
liability company, Jamestown  
6 Harsch Alameda Towne Centre, LP  
And Jamestown South Shore Center,  
7 LP

8 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

9 The damages and attorney's fees, litigation expenses, and costs aspects of  
10 the lawsuit as against Defendants HARSCH INVESTMENT REALTY LLC,  
11 SERIES C AND JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE,  
12 LP, whose name has been changed to, and is now known as, JAMESTOWN  
13 SOUTH SHORE CENTER, LP only is dismissed with prejudice. The Court shall  
14 retain jurisdiction to enforce the "Mutual Release And Settlement Agreement For  
15 Damages and Attorney's Fees, Litigation Expenses, And Costs " between  
16 Plaintiff and Defendants HARSCH INVESTMENT REALTY LLC, SERIES C  
17 AND JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose  
18 name has been changed to, and is now known as, JAMESTOWN SOUTH  
19 SHORE CENTER, LP

20  
21 Date: August 24, 2012

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Jeffrey S. White  
United States District Judge